Heritage Park
Community Development District

475 West Town Place
Suite 114
St. Augustine, Florida 32092
District Website: www.heritageparkcdd.com

October 9, 2026

Board of Supervisors
Heritage Park Community Development District

Dear Board Members:

The Heritage Park Community Development District Meeting is scheduled for **Friday, October 16, 2026, at 1:00 p.m. at the Heritage Park Amenity Center, 225 Hefferon Drive, St. Augustine, Florida 32084.**

I. Roll Call

II. Public Comment

III. Consideration of Payment Terms with National Stormwater Trust

IV. Consideration of CALM, III Agreement

V. Staff Reports
   A. Attorney
   B. Engineer
   C. Manager – Fiscal Year 2026 Goals & Objectives
   D. Operations Manager

VI. Audience Comments

VII. Supervisors Requests

VIII. Next Scheduled Meeting – November 19, 2026 @ 1:00 p.m.

IX. Adjournment

From: **Matthew Biagetti** mbiagetti@gmsnf.com
Subject: Heritage Park CDD - National Stormwater Trust Options
Date: October 16, 2026 at 10:14 AM
To: Thomas Vincent Ferry thomasferry.cdd@gmail.com, Robert Curran rome4768@bellsouth.net, Joanne jbwalking2@gmail.com, LOUIS M PINGOTTI lpingotti@aol.com, chfjudy chfjudy@bellsouth.net
Cc: Kyle M. Magee kyle.magee@kutakrock.com, Ryan Stilwell rstilwell@prosserinc.com, Jeff Johnson jjohnson@rmsnf.com, Sarah Sweeting ssweeting@gmsnf.com

Good Morning Supervisors,

Please see below payment structures from the NST for consideration. I think this helps by seeing the comparison side-by-side. I will be bringing paper copies to the meeting today.

Up Front Lump Sum	Annual Lease Payment w/ 2.5% escalator
$500,000	$6,757
$400,000	$8,372
$300,000	$9,986
$250,000	$10,794
$200,000	$11,601
$150,000	$12,408
$100,000	$13,216
$50,000	$14,023
$0	$14,830

As a reminder, the NST has also agreed to:

- *NST will provide a chain link fence around the control structure with lockable gate.*
- *NST will provide a recordable easement to include as an exhibit to the lease agreement.*
- *NST will provide power to the control structure via the HOA easement.*
- *HOA will provide an access and utility easement to the control structure.*
- *NST will support a public meeting of HOA members to answer questions (in person or virtual).*

Regards,

Matt Biagetti
District Manager
Governmental Management Services, LLC
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092
P: (904) 940-5850 ext. 413
E-mail: mbiagetti@gmsnf.com

AGREEMENT BETWEEN
HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT
AND
COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT III, LLC
FOR
FIELD OPERATIONS MANAGEMENT AND ADDITIONAL MAINTENANCE AND REPAIR SERVICES

This Agreement ("Agreement") is made and entered into on September 30th, 2026 ("Execution Date"), to be effective as of October 1st, 2026 ("Effective Date"), by and between:

HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT III, LLC, a Florida limited liability company, whose address is 393 Palm Coast Parkway SW, Suite 4, Palm Coast, FL 32137 ("Contractor" or "CALM III") and, together with the District, the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District is responsible for the operation and maintenance of certain stormwater-management, lake, fountain, landscaping, irrigation, open-space, and related common-area facilities and improvements within the District, as more particularly identified in the District's records and as may be owned, controlled, or maintained by the District from time to time (collectively, the "Facilities"); and

WHEREAS, the District intends to provide for the operation, management, and maintenance of the Facilities; and

WHEREAS, Contractor has a background in the operation, management, and maintenance of community development district facilities and is willing to provide such operation, management, and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor to operate, manage, and maintain the Facilities and to provide other services as described in this Agreement and the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (collectively, the "Services").

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Facilities for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement

including that Contractor will not take a tax position inconsistent with it being a manager and not owner of the Facilities.

3. DESCRIPTION OF SERVICES. Contractor shall perform the duties described by **Exhibit A** attached hereto, and as more particularly stated herein. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are fulfilled. Contractor shall ensure responsible and proper staffing levels needed to satisfy the terms of this Agreement. To the extent the terms of this Agreement and **Exhibit A** conflict, this Agreement shall control.

4. COMPENSATION. The Agreement shall be for a one-year period, renewable or terminable pursuant to the provisions herein. Contractor shall be compensated for providing the Services described in Section 3 of this Agreement.

A. Fees and Expenses:

i. The District shall pay the Contractor the following annual fees for the Services in accordance with **Exhibit A** and **Exhibit B**:

- Field Operations Management Services: Thirteen Thousand Nine Hundred Thirty Dollars and No Cents ($13,930.00) per year.

The total annual fee for the foregoing fixed Services is Thirteen Thousand Nine Hundred Thirty Dollars and No Cents ($13,930.00), which shall be invoiced and paid in equal monthly installments during the Fiscal Year.

Additional Maintenance and Repair Services requested by the District on an as-needed basis shall be compensated at the hourly rate set forth in **Exhibit A** or **Exhibit B**, plus reimbursable expenses, and shall be invoiced monthly in arrears. Additional Maintenance and Repair Services shall be invoiced at Forty-Five Dollars and No Cents ($45.00) per hour, together with any approved reimbursable expenses.

ii. Out-of-pocket reimbursable expenses incurred by the Contractor in the performance of the Services shall be billed at the Contractor's standard rate or at cost, as indicated in **Exhibit A** or **Exhibit B**, and itemized on the Contractor's monthly invoice to the District.

iii. Unless otherwise specified by this Agreement, the Contractor will invoice the District for the Services as soon as may be practicable in advance of each month. Notwithstanding the foregoing, services that are variable in nature may be invoiced in arrears based on actual services performed. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. All invoices shall be due and payable by the District within forty-five (45) days from the date of receipt of a correctly submitted invoice or as otherwise provided by the Prompt Payment Act, Chapter 218.70, Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the

maximum legally permissible rate.

iv. Fees for the Services may be negotiated annually by the Parties. Any amendment to Service fees must comply with the amendment procedure in this Agreement.

v. In the event the District authorizes a requested change in the scope of Services, Contractor shall submit, in writing to the District, a request for a fee amendment corresponding to the change in Services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the Parties before Contractor is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

B. Services will be billed monthly pursuant to the fee schedule shown in **Exhibit B.** Additional work or services, as such terms are used in Section 4.D, will either be billed monthly at the Contractor's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Should the District desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within forty-five (45) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

F. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.

5. GENERAL PROVISIONS.

A. The Services provided by Contractor shall be as provided for in **Exhibit A** and as set forth in this Agreement.

B. Contractor agrees that this Agreement expressly prohibits non-compete provisions. Should the District elect to suspend any service hereunder, or terminate the Agreement in whole or part, the District shall not be prohibited from directly or indirectly employing or contracting any individual employed by the Contractor under this Agreement. Contractor may prohibit its employees from soliciting work with other competitors or vendors that are not the District in its discretion.

C. The District may elect to add additional services to this Agreement upon mutual agreement by the Parties, as confirmed in a written addendum hereto. The District may discontinue all of the Services provided for herein pursuant to the termination provisions set forth herein or discontinue the provision of a portion of the services described herein immediately for cause or upon thirty (30) days written notice without cause, specifying the department or position(s) discontinued, in the District's sole and absolute discretion. Any addendums to this agreement will not take effect unless the parties receive an opinion from bond counsel that the changes made thereby do not adversely affect the exclusion from gross income of interest on the bonds financing the managed property.

D. At all times during operation of the Facilities, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. The needs of other properties shall not trump the responsible staffing for provision of the Services required under this Agreement. Contractor shall not utilize employees hired by Contractor to staff District Facilities at other Contractor properties without the express approval of the District, through its District Manager. Contractor shall not use District employees, if any, District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor- related businesses.

E. In consideration for the District's ability to elect to make any position, department or portion of this Agreement staffed by District employee(s) or an unaffiliated third-party contractor other than Contractor, Contractor shall not be entitled to any compensation in consideration for such election by the District.

F. All Contractor employees or subcontractors shall either be employees hired directly by the Contractor, or sub-contractors who are hired and compensated by the Contractor (1099 individuals).

G. Contractor is an independent contractor. Contractor shall have sole authority as an independent Contractor in dealing with its employees and shall be solely

responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Contractor shall be liable for the performance, or lack thereof, of employees of the District, of Contractor's employees and contractors, licensees, lessees and vendors that are within the Contractor's control. Contractor shall solely be responsible for oversight, control, direction and management of all personnel providing services of functions at the District and shall defend, hold the District harmless and indemnify the District against any employment or other related claims arising from the same. This provision is meant to be exhaustive such that any claims related to the provision of the Services arise, Contractor shall defend, hold the District harmless and indemnify the District and Contractor has been paid for the Services in consideration of the Services and the indemnification provisions provided for in this Agreement.

H. Contractor shall promptly respond to any and all emergencies or problems related to the Facilities and shall report to the District all known problems related to the Facilities.

I. All purchases made by any of the positions paid for pursuant to the Agreement or any Addendum will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law. The District will be responsible for all operating expenses pertaining to the day-to-day operation that will be reasonably necessary for a public purpose of the District. These will include, but not be limited to, the following: District telephone services, utilities, operating supplies, uniforms to the extent not provided for by Contractor as set forth herein, travel expenses for District employees consistent with the District's reimbursement policies, and other related expenses to District specific operations not a part of the responsibilities of Contractor. No expenditure in excess of the amount budgeted for such may be made without prior Board approval except in the event of an emergency, in which case the Contractor shall report such expenditure and the reason for the emergency expense to the District Manager as soon as possible, but in no event later than seventy-two (72) hours.

J. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor. The Contractor shall to the best of its ability, avoid paying directly for items and seeking reimbursements, as the District provides a credit card for expenditures and has several accounts open for purchases.

K. This subsection is reserved.

L. The Parties agree that the Facilities shall be operated and maintained for a public purpose, and that any monies generated from the operation of the Facilities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Facilities consistent with the terms of this Agreement. The Contractor shall operate in a way that maintains the District's tax-exempt

status.

M. Contractor shall be responsible for tracking resident complaints and report to the District monthly on timeline and response to each complaint.

6. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its Patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to diligently commence repair of any damage resulting from the Services within twenty-four (24) hours. Any such repairs caused by Contractor shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Facilities placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

8. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event more than 48 hours provide a written report as to all accidents, injuries or claims for damage relating to the Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the Board expressly directs Contractor otherwise, in writing. The District may adopt policies requiring more stringent reporting requirements of Contractor, which later adopted policies shall control; this paragraph is intended to set forth minimum standards.

9. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice, due to Contractor's failure to perform in accordance with the terms of this Agreement or upon sixty (60) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District with or without cause. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date, subject to any offsets the District may have against Contractor. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

Upon termination of this Agreement, the Contractor shall also, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

A. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Facilities, the District operations, and such other accountings, papers, and records as the District shall request and are in the Contractor's possession or under the Contractor's reasonable direct control pertaining to the Facilities;

B. vacate any portion of the Facilities then accessed by the Contractor as a consequence of this Agreement; and

C. furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

10. INSURANCE.

A. Contractor shall maintain throughout the term of this Agreement, at a minimum, the following insurance, the certificates are attached as **Exhibit D**:

i. Workers Compensation - statutory limits

ii. General liability insurance with the following limits:

$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations
$1,000,000	Personal & Advertising Injury
$1,000,000	Each Occurrence

iii. Comprehensive automobile liability insurance for all vehicles used by the Contractor or General Manager with respect to the operation of the Facilities whether non-owned or hired, with a combined single limit of $1,000,000.

iv. Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of $1,000,000.

B. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its Board members, the District Manager, District Counsel, and District Engineer, officers, supervisors and employees shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be canceled during the term of this Agreement.

11. INDEMNIFICATION.

A. Contractor Indemnification. The Contractor agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, staff agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in

this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

B. District Indemnification. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Contractor, the District agrees to indemnify, defend, and hold harmless the Contractor and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Contractor may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement. In addition to any other conditions and/or limitations set forth herein, the District shall be obligated to indemnify Contractor only if such indemnification obligation is covered by the District's insurance.

C. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

D. For purposes of this Section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns, invitees, contractors, subcontractors or employees includes, but is not limited to, the operation and management of the Facilities in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Facilities, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit, license, certification, consent, or other approval.

E. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Indemnification Section shall survive the termination or expiration of this Agreement.

12. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or

specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

13. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings. The provisions of this **Section 13 shall survive termination of this Agreement.**

14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

15. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both Parties hereto, both Parties have complied with all the requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Agreement.

17. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

A.	**If to District:**	Heritage Park Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager, Matthew Biagetti MBiagetti@gmsnf.com
	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel, Kyle Magee Kyle.Magee@kutakrock.com
B.	**If to the Contractor:**	Community Association And Lifestyle Management III, LLC 393 Palm Coast Parkway SW, Suite 4, Palm Coast, FL 32137 Attn: President, Darrin Mossing DMossing@gmstnn.com
	With a copy to:	Community Association And Lifestyle Management III, LLC 393 Palm Coast Parkway SW, Suite 4, Palm Coast, FL 32137

Attn: Chief Operating Officer, Keith Nelson
KNelson@calmfla.com

And: Community Association And Lifestyle Management III, LLC
393 Palm Coast Parkway SW, Suite 4,
Palm Coast, FL 32137
Attn: Vice President, Alison Mossing
AMossing@gmstnn.com

And: Community Association And Lifestyle Management III, LLC
699 North Federal Highway, Suite 300
Fort Lauderdale, FL 33304
Attn: Kurt Zimmerman, Registered Agent
Kurt@zimmermanlaw.com

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

18. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

19. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

20. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

21. EFFECTIVE DATE. This Agreement shall be effective as of the Effective Date and extend through September 30, 2027.

22. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Governmental Management Services, L.L.C.** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, INFO@GMSNF.COM WITH A COPY TO MBIAGETTI@GMSNF.COM, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

26. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be

interpreted or construed against any party.

27. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

28. COMPLIANCE WITH E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

29. TERM. The term of this Agreement shall be from the Execution Date, through September 30, 2027, unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one-year terms, unless terminated pursuant to its terms. The Contractor acknowledges that the prices of this Agreement are firm, and that the Contractor may change the prices only with the District's written consent, as evidenced by a vote of the District's Board of Supervisors. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. If applicable, the Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes.*

31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

- **A.** Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- **B.** Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- **C.** Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- **D.** Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and

E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

32. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, attached hereto as **Exhibit E** and incorporated herein, in compliance with section 787.06(14), *Florida Statutes*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement the day and year first written above.

HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT

By: _____

Print: _____

Its: _____
Chairperson/Vice Chairperson,
Board of Supervisors

COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT III, LLC

By: _____

Print: _____

Its: _____

Exhibit A: Scope of Services
Exhibit B: Fee Schedule
Exhibit C: Proposal
Exhibit D: Certificates Of Insurance
Exhibit E: Anti-Human Trafficking Affidavit

ACKNOWLEDGEMENT OF CESSATION OF FIELD OPERATIONS MANAGEMENT AND ADDITIONAL MAINTENANCE AND REPAIR SERVICES

Date: October 1st, 2026

To: Heritage Park Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: Chairperson, Board of Supervisors

Re: Acknowledgement of Cessation of Field Operations Management and Additional Maintenance and Repair Services

Governmental Management Services, L.L.C. ("GMS-NF") provides District Management Services to Heritage Park Community Development District (the "District") under that certain Agreement for District Management Services between the District and GMS-NF, dated November 13, 2006, as amended from time to time (the "District Management Agreement"), and Dissemination Agent services under that certain Dissemination Agreement between the District and GMS-NF, dated November 17, 2016 (the "Dissemination Agreement"). In addition, GMS-NF has provided onsite management and maintenance contract administration (field management) services to the District under the Heritage Park Work Authorization #2 FY 20 and the Heritage Park Work Authorization FY21 for Onsite Management and Maintenance Contract Administration (together, the "Field Management Work Authorizations"), and has continued to provide those services thereafter.

GMS-NF hereby acknowledges that the Field Management Work Authorizations, to the extent still in effect, and the field operations management and maintenance services provided by GMS-NF will terminate and cease effective September 30, 2026. Effective October 1, 2026, these services will be provided to the District by Community Association and Lifestyle Management III, LLC ("CALM III") under that certain Agreement for Field Operations Management and Additional Maintenance and Repair Services between the District and CALM III, effective October 1, 2026 (the "CALM III Agreement").

District Management Services will continue to be provided by GMS-NF without interruption under the District Management Agreement, and Dissemination Agent services will continue to be provided by GMS-NF under the Dissemination Agreement. Fees for District Management Services for Fiscal Year 2027 and thereafter will be reflected in the District's adopted Annual Budget, consistent with the terms of the District Management Agreement.

Approved:

HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT

By: _____
Print: _____
Its: Chairperson/Vice Chairperson, Board of Supervisors

Acknowledged:

GOVERNMENTAL MANAGEMENT SERVICES, L.L.C.

By: _____
Print: Darrin Mossing
Its: President

Exhibit A
Scope of Services

STANDARD ON-GOING SERVICES ("SERVICES"): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District's Facilities.

Description of Services
Field Operations Management • Conduct site inspections of District common areas, lakes, fountains, pond banks, and landscaped areas. • Monitor all Landscaping, Irrigation, Lake, and Wetland Contracts for compliance issues and meet with vendors on-site to resolve failures or disputes raised or identified. • Provide in-house expertise to provide vendor oversight as it pertains to the maintenance of the District's landscaping, aquatics, and common areas. • Develop and manage Requests for Proposals to include attendance at pre-bid meetings, bid openings, and evaluation and recommendations to the Board. • Once per month, the Field Operations Manager will conduct a walk-through with each major vendor. At a minimum, these vendors shall include the landscape maintenance vendor, aquatics vendor, and any other vendor as requested by the Board. • Monitor the District's utility accounts, including lake fountains, pumps, and streetlights. • Receive and respond to property owner phone calls and emails, and schedule and meet with residents and the appropriate vendors to provide direction, assistance, and/or recommendations as appropriate. • Schedule tasks for ongoing maintenance or repair of District lands and facilities and verify completion or progress. • Develop proposals and suggestions for improvements to the efficiency and/or quality of maintenance programs. • Provide recommendations for annual budget and maintenance programs. • Interface with vendors for repairs, billing, and payments and pre-approve certain invoices as needed. • Attend Board of Supervisors meetings and provide an update to the District Manager for inclusion in the management report to the Board.
Additional Maintenance & Repair Services • In-house maintenance services for small to medium-sized requests, coordinated through the District Manager and/or Field Operations Manager at the direction of the Board of

Description of Services
Supervisors, including irrigation repairs, pressure washing, common area maintenance, and basic electrical and plumbing repairs. • Additional maintenance and repair services authorized by the District are invoiced at $45.00 / Hour, plus reasonable expenses. Materials are billed at cost with no markup.
General Provisions: • Contractor shall provide, at no charge to the District, company uniforms to all personnel providing these services. • Costs incurred by Contractor due to maintenance-related requests, emergencies or unscheduled visits (i.e. vandalism, acts of God, etc.) shall be invoiced at the approved hourly rate, plus any materials, and travel reimbursement. Minimum of one (1) hour charge. • Reasonable reimbursement for the expense of copies, office supplies, travel, etc. • All supplies and materials needed for maintenance within the District shall be paid for by the District.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit B
Fee Schedule

STANDARD ON-GOING SERVICES ("SERVICES"): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District's Facilities.

1. **FIELD OPERATIONS MANAGEMENT SERVICES:**

Service Descriptions & Fee Schedule *	Fiscal Year 2027 Fees
Field Operations Management: • The Field Operations Manager is an onsite part-time position. • Monthly On-Site Inspections and Vendor Coordination. • Annual Fee paid in equal monthly payments.	**$13,930**
Additional Maintenance and Repair Services: • CALM III provides Additional Maintenance and Repair Services on an as-needed basis at the direction of the District Board of Supervisors and/or the District Manager. o General maintenance services are invoiced at $45.00/Hour	**Standard Hourly Rates Plus Reimbursable Expenses**
Out of Pocket Reimbursable Expenses: • Reimbursable expenses to be itemized on invoicing each month.	**At CALM III Standard Rate or Cost**
Additional Services: • All other requested items not specifically denoted in **Exhibit "A"** or **Exhibit "B"** will be subject to either a flat rate proposal or an hourly rate proposal to the District.	**To Be Negotiated**

Service Descriptions & Fee Schedule *	Fiscal Year 2027 Fees
*** Fiscal Year Calendar:** • Fiscal Year 2027 represents dates between October 1st, 2026 to September 30th, 2027. • Services that begin after the first day of a month will be invoiced on a prorated basis for that month, based on the actual start date.	

2. ADDITIONAL SERVICES:

All other requested items not specifically denoted in **Exhibit A** or **Exhibit B** will be subject to either a flat rate proposal or an hourly rate proposal to the District.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit C
Proposal

September 30th, 2026

Matthew Biagetti, District Manager
Heritage Park Community Development District
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092

Re: FY2027 Field Operations Management and Additional Maintenance & Repair Services

Dear Matthew:

Please consider this proposal for Community Association and Lifestyle Management III, LLC to provide the following services for the Heritage Park Community Development District starting 10/01/2026:

Services	FY2026 Budget	FY2026 Fees	FY2027 Proposed Fees
Field Operations Management	$13,142	$13,142	$13,930
Additional Maintenance (Hourly)			$45/Hour

The ownership and management at CALM III would like to thank the Board of Supervisors in advance for your consideration in providing the outlined services for your community. If you have any questions or comments, please feel free to call me.

Sincerely,

/s/ Alison Mossing

Alison Mossing
Vice President

COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT III, LLC
393 PALM COAST PARKWAY SOUTHWEST, SUITE 4 · PALM COAST, FL 32137 · (813) 344-4844 · FACSIMILE (954) 721-9202
HTTPS://CALMFLA.COM/

Exhibit A
Scope of Services

Field Operations Management

- Conduct site inspections of District common areas, lakes, fountains, pond banks, and landscaped areas.
- Monitor all Landscaping, Irrigation, Lake, and Wetland Contracts for compliance issues and meet with vendors on-site to resolve failures or disputes raised or identified.
- Provide in-house expertise to provide vendor oversight as it pertains to the maintenance of the District's landscaping, aquatics, and common areas.
- Develop and manage Requests for Proposals to include attendance at pre-bid meetings, bid openings, and evaluation and recommendations to the Board.
- Once per month, the Field Operations Manager will conduct a walk-through with each major vendor. At a minimum, these vendors shall include the landscape maintenance vendor, aquatics vendor, and any other vendor as requested by the Board.
- Monitor the District's utility accounts, including lake fountains, pumps, and streetlights.
- Receive and respond to property owner phone calls and emails, and schedule and meet with residents and the appropriate vendors to provide direction, assistance, and/or recommendations as appropriate.
- Schedule tasks for ongoing maintenance or repair of District lands and facilities and verify completion or progress.
- Develop proposals and suggestions for improvements to the efficiency and/or quality of maintenance programs.
- Provide recommendations for annual budget and maintenance programs.
- Interface with vendors for repairs, billing, and payments and pre-approve certain invoices as needed.
- Attend Board of Supervisors meetings and provide an update to the District Manager for inclusion in the management report to the Board.

Additional Maintenance & Repair Services

- In-house maintenance services for small to medium-sized requests, coordinated through the District Manager and/or Field Operations Manager at the direction of the Board of Supervisors, including irrigation repairs, pressure washing, common area maintenance, and basic electrical and plumbing repairs.
- Additional maintenance and repair services authorized by the District are invoiced at $45.00 / Hour, plus reasonable expenses. Materials are billed at cost with no markup.

Exhibit D

Certificates of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 413 S Northshore Dr Ste E Knoxville TN 37919-7567	**CONTACT NAME:** Kathy Wilson **PHONE (A/C, No, Ext):** 865-588-7200 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED COMMASS-06 Community Association and Lifestyle Mangement III, LLC 393 Palm Coast Parkway SW Suite 4 Palm Coast FL 32137	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Houston Specialty Insurance Co / 12936 **INSURER B :** SKYWARD SPECIALY INSURANCE GRO **INSURER C :** ACCIDENT FUND INSURANCE COMPAN / 10166 **INSURER D :** Berkley Regional Insurance Com / 29580 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 135434753 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			ESBHSGL000262500	2/23/2026	2/23/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			ESB-HS-UCX-0003288-00	7/30/2026	2/23/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCP100150699	8/3/2026	8/3/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Crime			BMP-1194668-00	8/1/2026	8/1/2027	Limit Deductible	500,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Heritage Park Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives are included as an additional insured on the General Liability policy with respect to the liability resulting from the operations of the Named Insured as required by written contract. General Liability coverage provided is primary and non-contributory with respect to any similar insurance held by the additional insured as required by written contract. Waiver of Subrogation is in place in favor of Certificate Holder for General Liability and Workers Compensation as required by written contract. 30 day Notice of Cancellation, except 10 days for non-payment, applies to certificate holder under General Liability and Workers Compensation per policy provisions. Umbrella follows General Liability form.

CERTIFICATE HOLDER

Heritage Park Community Development District
475 West Town Place, Ste 114
St. Augustine FL 32092

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAMER

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Edie Williams State Farm
330 A1A N Suite 324
Ponte Vedra Beach, FL 32082

CONTACT NAME: Stephanie Marciani
PHONE (A/C, No, Ext): 904-425-4054 FAX (A/C, No): 904-425-4046
E-MAIL ADDRESS: Stephanie@EdieWilliams.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Community Association and Lifestyle Management III, LLC
1001 Bradford Way
Kingston, TN 37763

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	X	X	P29 3749-A15-59A	07/15/2026	01/15/2027	BODILY INJURY (Per accident)	$ 1,000,000
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT, its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives is Additional Insured with regard to Auto Liability.
The insurance is Primary and Non-Contributory with respects to claims arising out of the operation of the described vehicle.
Waiver of Subrogation under the Liability Coverage and Property Damage Coverage.
If Liability Coverage or Property Damage Liability Coverage is changed or terminated as to the interest of the Additional Insured, we will provide the Additional Insured 30 days notice of such change or termination unless another number of days notice is shown on the Declarations Page

CERTIFICATE HOLDER

HERITAGE PARK COMMUNITY DEVELOPMENT DISTRICT
475 West Town Place, Suite 114
St. Augustine, FL 32092

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephanie Marciani

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Vicky Zelen
Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220	PHONE (A/C, No, Ext): (904) 262-8080 FAX (A/C, No): (904) 262-1444 E-MAIL ADDRESS: vicky@zelenrisk.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Bridgefield Casualty Insurance Company
INSURED Community Association and Lifestyle Management III, 1001 Bradford Way Kingston TN 37763	INSURER B : Great American Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		196-23349	03/01/2026	10/16/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Employment Practices Liability			EPLE937229	03/10/2026	03/10/2027	Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Heritage Park CDD
475 West Town Place Suite 114

St Augustine, FL 32092

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Vicky M. Zelen <LFU>

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Exhibit E:
Anti-Human Trafficking Affidavit

Anti-Human Trafficking Affidavit

I, Kelly Adams as Director of HR, on behalf of Community Association and Lifestyle Management III, LLC. (the "Contractor"), under penalty of perjury, hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.

2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.

3. More particularly, the Contractor does not participate in any of the following actions:

   (a) Using or threatening to use physical force against any person;
   (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
   (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
   (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
   (e) Causing or threatening to cause financial harm to any person;
   (f) Enticing or luring any person by fraud or deceit; or
   (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: March 17, 2026.

FURTHER AFFIANT SAYETH NAUGHT.

Contractor:

COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT III, LLC.

By: Kelly Adams

Name: Kelly Adams

Title: Director of HR

STATE OF TENNESSEE
COUNTY OF ROANE

SWORN TO AND SUBSCRIBED before me ☑ physical presence or ☐ remote notarization by Madison Oran, as HR Assistant, of Community Association and Lifestyle Management III, LLC., who is personally known to me or who produced _____ as identification this 17 day of March, 2026.

(Notary Seal)

MADISON ORAN
STATE OF TENNESSEE NOTARY PUBLIC
ROANE COUNTY

Madison Oran
Notary Public

Memorandum

To: Board of Supervisors

From: District Management

Date: July 30, 2026

RE: HB7013 – Special Districts Performance Measures and Standards

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To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the attached key categories to focus on for Fiscal Year 2027 and develop statutorily compliant goals for each.

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:

Goals, Objectives and Annual Reporting Form

Heritage Park Community Development District
Performance Measures/Standards &
Annual Reporting Form

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least four regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.
Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.
Standard: A minimum of five board meetings were held during the Fiscal Year.
Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.
Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.
Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).
Achieved: Yes ☐ No ☐

2. Financial Transparency and Accountability

Goal 2.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.
Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.
Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.
Achieved: Yes ☐ No ☐

Goal 2.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.
Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.
Achieved: Yes ☐ No ☐

Goal 2.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.
Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.
Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.
Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____ Date:_____
Print Name:_____
Heritage Park Community Development District

District Manager:_____ Date:_____
Print Name:_____
Heritage Park Community Development District